

**ADDITIONAL DOCUMENTS DISTRIBUTED IN EXECUTIVE
SESSION**

City of Waltham

vs

Tasteless of The Stigmatine Fathers

1881-CV-02385

1981-CV-02632

Memorandum of Understanding of Settlement of All Claims
Rights & Damages

The parties to both above-listed pending cases agree to settle any and all claims involved in said cases, and any and all other claims either has against the other, on the following terms, in full & complete settlement release & waiver of any & all actual, potential past current & future claims of the parties.

The City of Waltham shall pay The Stigmatine Fathers \$30,000,000 for the fair market value of the property taken. This shall include the \$18,000,000 previously paid. Further, subtracted from the amount due shall be \$1,000,000 which the Stigmatines are reimbursing the City as compensation for environmental clean up / remediation.

Therefore, new money due to The Stigmatine Fathers is \$11,000,000. (Resulting in total of payments to the Stigmatine Fathers of \$29,000,000 in full & complete settlement of ~~any~~ & all claims*.

Said amount shall be paid on or before ~~January~~ ^{March} 6, 2020, or else interest on said amount shall accrue at ~~2.75%~~ ^{7.5%} per annum.

This settlement is subject solely to approval of Waltham City Council for the additional \$1,000,000 appropriation and bonding thereof.

~~Full~~ Full mutual release of all claims to be drafted ~~and~~ ^{shall include mutual nondisparagement agreement} ~~and~~ damages of any type, whether ~~under~~ state federal or common law.

Mutual Release shall also include language providing Stigmatized until 4/15/20 to have all personal property ^{within the buildings at possible} removed at their own expense, & until 4/30/19 to remove all statuary & other personal property on the exterior of this property & any ^{personal} property not so moved by said dates shall be considered abandoned by the Stigmatized unless otherwise agreed in writing.

*** Jason B. Scoya, For
The Stigmatized Fathers

*** James C. McCoy
Mayor
for City of Waltham

*** Notwithstanding anything to the contrary in this Agreement or for the SANS Confidentiality Agreement the parties agree that this Memorandum of Understanding will & can be released & published to Mass School Bldg. Authority (MSBA), City Council and bond counsel as appropriate ~~and~~ required by law.

*** The signatories to this Memorandum of Understanding warrant & represent that they have received full authority from their clients/principals/the parties in this action to execute & bind such clients/principals the parties in this matter & Memorandum of Understanding

*** If the parties to this Memorandum cannot agree to or otherwise dispute or disagree with any terms conditions or other aspects of the above referenced Mutual Release the parties agree to submit to ~~the mediator~~ ^{the mediator} ~~the proposed~~ resolution of the Mediator. In this matter, the Hon. Judge Neel (Ret.)

JAB
JK